

DRAFT

OGC/JGO, jr. /imm
22 October 1953

Memorandum for:

From: Office of General Counsel

Subject: KUBARK Liability and Insurance Coverage Afforded in
Certain Types of Air Travel

25X1A Reference is made to pouch letter, subject as above, dated 18 September
1953 [REDACTED] The

25X1A following information is intended for general guidance pending clarification of

the specific background with [REDACTED]
answers keyed to parts of reference

1. With respect to travel by staff employees on unscheduled or chartered
25X1A flights for the purpose of PCS or TDY, coverage for injuries or

[REDACTED] death is afforded by the Federal Employees Compensation Act and ~~where held~~ *as policy is held*

~~by the employee,~~ (by the) War Agencies Employees Protective Association (WAEPA)

coverage applied for
insurance. (When travelling on leave the employee would not be covered by the
no FECA but WAEPA still holds. Possible tort claim in leave
Federal Employees Compensation Act but would be covered by WAEPA. In gen-

eral, commercial life insurance would not provide coverage for this type of
flight on PCS, TDY or leave.

2. With respect to travel by dependents on unscheduled or chartered
25X1A flights on PCS, or leave in the company of an employee, no coverage
is generally afforded by commercial life insurance companies. Liability of

Tort claim possible under local law.
[REDACTED]

as charterer
KUBARK would be determined in accordance with the Federal Tort Claims Act where the accident occurred in a territory or possession. However, there would be no liability under that act for accidents occurring in foreign countries; ie., [REDACTED] etc. Liability under that statute for [REDACTED] *the U.N. Trust Territories* has not been determined.

3. With respect to travel by employees on KUBARK assigned military aircraft, or, on non-KUBARK military aircraft ~~for the purpose of PCS, TDY, or leave~~, liability and coverage would be *the same as for [REDACTED] flights* in accordance with paragraph 1 above. As for R&R the fact situation would determine whether liability was in accordance with leave travel or duty travel, *travel* [REDACTED]

4. With respect to dependents on KUBARK assigned military aircraft, liability and insurance coverage would be *the same as for [REDACTED] flights* in accordance with paragraph 2 above.

5. The payment of a fee, nominal or otherwise, for leave travel on [REDACTED] or other unscheduled flights, might serve to strengthen claims for injury or death of dependents ~~where the accident occurred in a territory or possession as they are determined under the Federal Tort Claims Act.~~ *where the accident occurred in a territory or possession as they are determined under the Federal Tort Claims Act.*

The payment of a fee would not affect the liability or insurance coverage relating to the death or injury of an employee.

6. The effect of a waiver *by traveler* on [REDACTED] liability where travel is performed on [REDACTED] unscheduled or chartered flights has not been determined *by court action*. *Recommend obtaining waivers, all conditions on military flights.* However, liability of [REDACTED] as a separate entity might ~~not~~ be defeated by utilization of a waiver. [REDACTED] type

7. For [REDACTED] see no reason here to apply other than usual commercial charter and insurance provisions so recommend a general waiver or hold harmless agreement to KUBARK.